

sections of daily newspapers of general circulation published in the following counties in Florida: Sarasota County, Manatee County, and Charlotte County; provided, however, that such reimbursement shall not exceed the sum of Ten Thousand Dollars (\$10,000.00). The reimbursement contemplated under this Paragraph 9(d) shall be paid by WGUL only upon submission by CFM to WGUL of bona fide invoices detailing in each case the dates on which the advertising services in question were provided, the amount charged for such services, and the identity of the supplier or provider.

- (e) In the event that CFM decides to relocate the existing main studio facilities of WKZM(FM) to a new main studio location prior to the date upon which WKZM(FM) commences operations on Channel 282A at the New WKZM(FM) Site in Sarasota, Florida, and so advises WGUL, WGUL shall, upon the request of CFM, and subject to CFM's overall supervision, direction, and control, relocate and reinstall the WKZM(FM) main studio equipment at the new main studio location of WKZM(FM), at WGUL's sole expense; provided, however, that if CFM decides to

continue to utilize the existing WKZM(FM) main studio facilities as the main studio for the station and does not relocate the WKZM(FM) main studio prior to the date upon which WKZM(FM) begins operations on Channel 282A and at the New WKZM(FM) Site, WGUL shall purchase, at its sole expense, on behalf of CFM, and subject to CFM's approval (which approval shall not be unreasonably withheld) a new studio-transmitter microwave link to enable communications between the present WKZM(FM)

(g) Except as expressly provided otherwise in this Paragraph 9, it is expressly understood and agreed to by both parties hereto that WGUL's obligation to pay the consideration set forth in this Paragraph 9 is subject to the conditions precedent that: (i) WGUL shall have received from the FCC all required authorizations and approvals for WGUL-FM to transmit, with its new facilities, on Channel 288C2 at the New WGUL-FM Site pursuant to program test authority issued by the FCC, without interruption, following completion of construction of said new facilities (which FCC authorizations and approvals shall include, without limitation, a construction permit to modify the technical facilities of WGUL-FM in the manner contemplated hereunder, which construction permit shall contain no condition materially adverse to WGUL or WGUL-FM, and which construction permit shall have become a "Final Order" (i.e., no longer subject to further timely administrative or judicial review or reconsideration by the FCC or by any court of competent jurisdiction)); and (ii) the FCC shall have granted an unconditional license to WGUL for operation of

WGUL-FM at the New WGUL-FM Site, on Channel 288C2, utilizing maximum ERP and HAAT for Class C2 facilities, following completion of construction pursuant to the WGUL-FM C.P.; and (iii) such unconditional license shall have become a "Final Order" as defined above. If the grant by the FCC of program test authority for WGUL-FM to operate on Channel 288C2 at the New WGUL-FM Site is withheld, suspended, or rescinded by the FCC, and if such withholding, suspension, or rescission is due in whole or in part, directly or indirectly, to the failure of WKZM(FM) to complete construction pursuant to an FCC construction permit granted as a result of the WKZM(FM) Application and/or FCC Rules and/or the failure of CFM to commence and maintain operations of WKZM(FM) under program test authority consistent with said construction permit and FCC Rules, then, in such events, any further payments required on the part of WGUL pursuant to this Paragraph 9 shall be immediately suspended until such unlimited WGUL-FM program test authority is restored or the WGUL-FM License Application is granted and has become a Final Order. Furthermore, if,

within nine (9) months following the date upon which WGUL's License Application for WGUL-FM to cover the WGUL-FM construction permit is tendered for filing with the FCC, said application has not been granted or has not become a Final Order, and if the delay or failure on the part of the FCC to grant such License Application and/or the failure of such license grant to have become a Final Order is due directly or indirectly to circumstances related to CFM's or WKZM(FM)'s operations or actions or failures to act and/or FCC Rules, further payments by WGUL pursuant to Paragraph 9 of this Agreement shall be suspended until such time as the WGUL-FM License Application shall have been granted by the FCC and until such time as such grant shall have become Final Order.

(h) Notwithstanding anything contained in this Agreement to the contrary, if, after the C.P.

License Application solely because of WGUL's default or failure to perform its obligations hereunder, then, in such event, WGUL shall be responsible and obligated to pay to CFM the considerations set forth in this Paragraph 9.

- (i) As used in this Agreement, the term "C.P. Grant Date" shall refer to the date upon which the FCC grant of both the WGUL-FM Application and the WKZM(FM) Application shall have become Final Orders, as defined hereinabove.

10. FCC Failure to Grant Both Applications. If the FCC fails to grant both the WGUL-FM Application and the WKZM(FM) Application within two (2) years following the date of execution of this Agreement as first set forth hereinabove, either party hereto may cancel this Agreement upon fifteen (15) days prior written notice to the other party, provided the party giving such notice is not in default under this Agreement.

11. Specific Performance. CFM recognizes that WGUL will be irreparably damaged by CFM's breach of this Agreement or by failure on the part of CFM to perform its obligations hereunder, and that monetary damages would be inadequate to remedy any such breach. CFM, therefore, agrees that, in addition to all other remedies which WGUL may have at law or in equity, WGUL shall also have the right to

specific performance requiring CFM to perform its obligations under this Agreement, and CFM agrees that it will offer no defense to any such action for specific performance.

12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective personal representatives, successors, and assigns. Until both WGUL and WCFM shall have been issued licenses by the FCC covering the C.P.'s described hereinabove, and until the grants of such licenses shall have become Final Orders of the FCC (i.e., no longer subject to further timely administrative or judicial review or reconsideration), neither WGUL-FM nor WKZM(FM) shall be sold nor shall their respective FCC licenses and authorizations be assigned or transferred to any other party unless and until: (a) the express written agreement of the prospective buyer, assignee, or transferee to be bound by all the terms and conditions of this Agreement shall have been obtained; and (b) such written agreement shall have been delivered to both parties hereto.

13. Notices. Any notices or other communications hereunder shall be in writing and shall be considered to have been duly given five (5) days following deposit into First Class Registered U.S. Mail. postage pre-paid, Return Receipt

if to CFM:

Mr. Lowell A. Brubaker
President
Christian Fellowship Mission, Inc.
P.O. Box 7627
Sarasota, Florida 34278

if to WGUL:

Mr. Carl J. Marcocci
President
WGUL-FM, Inc.
7212 U.S. Highway 19
New Port Richey, Florida 34652

with a copy to: Irving Gastfreund, Esq.
Kaye, Scholer, Fierman, Hays,
& Handler
901 Fifteenth Street, N.W.
Suite 1100
Washington, D.C. 20005

14. Law. This Agreement shall be performed, construed and interpreted solely under the laws of the State of Florida, except that matters pertaining to the regulatory authority of the FCC shall be decided by the FCC.

15. Titles. The titles used in this Agreement are for convenience only and shall not be construed to affect the interpretation of the substantive terms hereof.

16. Further Action. The parties agree to take such further action and to file with the FCC and/or other regulatory bodies and/or courts such further papers as may be reasonably necessary to carry out the terms of this Agreement.

17. Integration. This Agreement embodies the entire and exclusive Agreement between the parties concerning

the subject matter hereof and incorporates every understanding, oral and written, between the parties. It may not be revised or modified, nor may its provisions be waived except by a written instrument signed by an executive officer of each party.


18. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instruments.

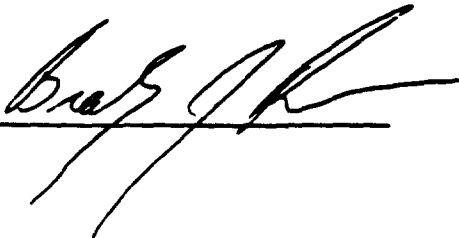
IN WITNESS WHEREOF, this Agreement has been executed on the date first above written.

ATTEST:

WGUL-FM, INC.

Dee Beane

By 
Carl J. Marcocci
Title: President



CHRISTIAN FELLOWSHIP
MISSION, INC.

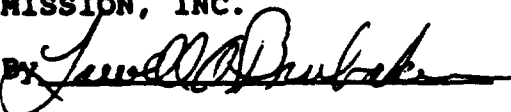
By 
Lowell A. Brubaker
Title: President

Exhibit 3

(To be submitted as a supplement)

CERTIFICATE OF SERVICE

I, Mary Odder, a secretary with the law firm of Kaye, Scholer, Fierman, Hays & Handler, do hereby certify that on this 29th day of November, 1988, I caused to be hand-delivered or mailed, via U.S. first-class mail, postage prepaid, a copy of the foregoing "Petition for Rulemaking and Request for Issuance of Order to Show Cause" to the following:

Karl A. Kensinger, Esq. *
Acting Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau
Federal Communications Commission
2025 M Street, N.W.
Room 8322
Washington, D. C. 20554

Mr. Lowell A. Brubaker
President
Christian Fellowship Mission, Inc.
P. O. Box 7627
Sarasota, Florida 34278

Mr. Robert T. Rowland, Jr.
President
Roper Broadcasting, Inc.

EXHIBIT 2

AGREEMENT

This Agreement is made and entered into as of the 28th day of November, 1988 by and between WGUL-FM, INC., a corporation organized under the laws of the State of Florida ("WGUL") and ROPER BROADCASTING, INC., a corporation organized under the laws of the State of Florida ("Roper").

RECITALS:

WGUL is the licensee of FM radio broadcast station WGUL-FM, which is presently licensed as a Class A FM radio station by the Federal Communications Commission ("FCC") to serve New Port Richey, Florida on Channel 288A (i.e., on the frequency 105.5 MHz) at an effective radiated power ("ERP") of 3 kW with a transmitting antenna installed at a height above average terrain ("HAAT") of 78 meters (256 feet).

Roper is the licensee of FM radio broadcast station WCAC(FM) which is presently licensed as a Class A FM radio station by the FCC to serve Sebring, Florida, on Channel 288A (105.5 MHz) at an ERP of 3 kW with a transmitting antenna installed

channel with respect to one another maintain transmitter site separations of a minimum of 105 kilometers (i.e., 65 miles). WGUL-FM and WCAC(FM) presently meet this separation standard and, as a result, are not short-spaced to one another. However, WGUL wishes to improve the technical facilities of WGUL-FM and the station's service to the New Port Richey, Florida, metropolitan area by obtaining authority from the FCC to modify WGUL-FM's license to specify operations as a Class C2 FM station, and by operating as such a station, on Channel 288 in New Port Richey, Florida, from a new transmitter/antenna site to be located to the south-southwest of the present WGUL transmitter site (the "New WGUL-FM Site").

Such upgrade of WGUL-FM's channel from Class A to Class C2 status and such relocation of WGUL-FM transmitter site would conflict with Section 73.207 of the FCC's Rules, because, operating as Class C2 station on Channel 288 at the New WGUL-FM Site, WGUL-FM would be short-spaced to WCAC(FM) operating with its present technical facilities at its present transmitter/antenna site.

The proposed upgrade of WGUL-FM to Class C2 status and the proposed relocation of the WGUL-FM transmitter site would meet the criteria of Section 73.207 of the FCC's Rules if (a) Roper obtains authority from the FCC to modify WCAC(FM)'s technical facilities to operate WCAC(FM) as a Class A station on Channel 289A (i.e., on the frequency 105.7

MHz) in Sebring, Florida, from a new transmitter site located approximately 7.2 km to the south of the present WCAC(FM) transmitter site (the "New WCAC(FM) Site") which would meet the separation requirements of Section 73.202 of the FCC's Rules with respect to Radio Station WGUL-FM, operating as a Class C2 station on Channel 288C2 with a transmitter/antenna site located at the New WGUL-FM Site; and (b) WCAC(FM) commences operations with the foregoing modified facilities pursuant to a license duly issued by the FCC.

WGUL is desirous of having Roper voluntarily switch WCAC(FM)'s channel from Channel 288A to Channel 289A and relocate WCAC(FM)'s transmitter and antenna site to the New WCAC(FM) Site, subject to receipt of all required FCC authorizations, so as to permit the FCC to modify WGUL-FM's license to specify operations on Channel 288C2 at the New WGUL-FM Site, and with maximum Class C2 technical facilities.

Roper is willing to so voluntarily switch channels and relocate the WCAC(FM) transmitter and antenna site, subject to the terms and conditions set forth herein.

Both parties hereto believe that the respective modifications of the technical facilities of their respective stations, as contemplated hereby, would serve the public interest, and each party will, therefore, fully cooperate with the other in seeking all required FCC authorizations and approvals for modification of the WGUL-FM and WCAC(FM)

technical facilities as described hereinabove, subject to and in accordance with the terms of this Agreement.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements, and undertakings contained herein, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

1. FCC Rulemaking. WGUL intends to promptly prepare and file with the FCC a Petition for Rulemaking requesting of the FCC: (a) amendment of the FCC's Table of FM Allotments to substitute Channel 288C2 in lieu of Channel 288A in New Port Richey, Florida; (b) modification by the FCC of the license for WGUL-FM to specify operations on Channel 288C2 in New Port Richey, Florida, with Class C2 technical facilities, utilizing a transmitter and antenna site to be located at the New WGUL-FM Site; (c) amendment of the FCC's Table of Allotments to substitute Channel 289A in lieu of Channel 288A in Sebring, Florida; (d) modification of the license for WCAC(FM) to specify operations on Channel 289A in Sebring, Florida with a transmitter and antenna site to be located at the New WCAC(FM) site, which will be located approximately 7.2 km (i.e., approximately 4.5 miles) to the south of the present WCAC(FM) transmitter antenna site and which will meet all applicable FCC separation requirements

(including, without limitation, FCC separation requirements with respect to WGUL-FM operating as a Class C2 facility on Channel 288C2 in New Port Richey, Florida), with a transmitter/antenna site located at the New WGUL-FM Site. Within five (5) business days following the date upon which the aforementioned Petition for Rulemaking is tendered for filing with the FCC on behalf of WGUL, Roper shall file with the FCC comments in support of the WGUL Petition for

By _____, Vice President, Roper, on behalf of Roper, the FCC shall

within which the New WCAC(FM) Site may be located in order to implement the purposes of this Agreement. Roper shall, in consultation with WGUL, and subject to WGUL's approval (which approval shall not be unreasonably withheld) utilize its best efforts to secure, as expeditiously as possible, an option (the "WCAC(FM) Option") to purchase a parcel of land suitable for use as the New WCAC(FM) Site and for constructing the WCAC(FM) transmitting tower and antenna and attendant guy wires and anchors which may be necessary, which parcel shall be located within the area depicted as suitable on the map prepared by WGUL's consulting engineer. Roper shall use its best efforts to assure that the WCAC(FM) Option, and any renewals thereof, shall be cumulatively valid for a total of at least two years from the date of the Option (and any renewals thereof). Subject to consultation with WGUL, Roper shall utilize its best efforts to assure that the terms of the WCAC(FM) Option, and the terms of any subsequent agreement for purchase of the New WCAC(FM) Site shall contain a provision that the parcel of real estate constituting the New WCAC(FM) Site is to be purchased for a sum not exceeding Fifty Thousand Dollars (\$50,000.00). In the event, however, that, notwithstanding Roper's best efforts, Roper is nonetheless is unable to secure a parcel of real estate which will serve as the New WCAC(FM) Site consistent with the requirements of this Agreement for a purchase price of not more than Fifty Thousand Dollars (\$50,000.00), but in the

event that such a parcel of real estate is available and can be secured by Roper for a purchase price in excess of Fifty Thousand Dollars (\$50,000.00), Roper shall immediately notify WGUL of such circumstances and of all other facts and circumstances relating to Roper's negotiations with respect to acquisition of the real estate in question. Such notification by Roper to WGUL shall be made in writing and consistent with the provisions of Paragraph 13 hereof. Within fifteen (15) days following the date of receipt by WGUL of such written notice from Roper, WGUL shall have the option of either (a) consenting to execution of an option to purchase the real estate in question for a purchase price in excess of Fifty Thousand Dollars (\$50,000.00) (in which event the consideration payable by WGUL under Paragraph 9(a) hereof shall be increased to the level necessary to purchase the real estate in question); or (b) terminating this Agreement (in which event the parties shall, following such termination, have no further liability to one another). Roper shall exercise the WCAC(FM) Option to purchase the New WCAC(FM) Site on the C.P. Grant Date, as defined in Paragraph 9 hereof, and shall contemporaneously execute and enter into a definitive purchase agreement for the New WCAC(FM) Site for the purchase price specified in the WCAC(FM) Option, and shall, as expeditiously as possible following execution of such purchase agreement, consummate the purchase of the New WCAC(FM) Site in accordance with the

terms of said agreement and of the WCAC(FM) Option. Copies of the fully executed WCAC(FM) Option and of the fully executed definitive purchase agreement for the New WCAC(FM) Site shall be furnished by Roper to WGUL as expeditiously as possible following execution of each.

3. Modification Applications. In the event that the FCC amends its Table of Allotments to substitute Channel 288C2 in lieu of Channel 288A in New Port Richey, Florida, and substitutes Channel 289A in lieu of Channel 288A in Sebring, Florida, and authorizes modification of the WGUL-FM and WCAC(FM) licenses in the manner to be requested by WGUL and as described in Paragraph 1 hereof, then, within thirty (30) days from the date of release of such FCC ruling(s), and consistent with the requirements of such ruling(s): (a) WGUL shall tender for filing with the FCC, in proper form and proper substance on FCC Form 301, an application for a construction permit to modify the technical facilities of WGUL-FM to specify operations with maximum Class C2 facilities at the New WGUL-FM Site on Channel 288C2 in New Port Richey, Florida (such application by WGUL for modification of the technical facilities of WGUL-FM may hereinafter be referred to as the "WGUL-FM Application"); and (b) Roper shall tender for filing with the FCC, in proper form and proper substance on FCC Form 301, an application for a construction permit to operate WCAC(FM) on Channel 289A in Sebring, Florida, and with the station's transmitter and

antenna site located on the parcel of real estate on which Roper shall have acquired the WCAC(FM) Option (such application by Roper for modification of the technical facilities of WCAC(FM) may hereinafter be referred to as the "WCAC(FM) Application"). In no event shall the WCAC(FM) Application propose to relocate WCAC(FM)'s main transmitter/antenna site to a location which would not meet all applicable FCC separation requirements. In no event shall Roper be required to file an application with the FCC seeking modification of the technical facilities of Radio Station WCAC(FM) to specify operations on a channel other than Channel 289A in Sebring, Florida. The WCAC(FM) Application shall propose an ERP and HAAT combination no

corrections should such application(s) be returned by the FCC as unacceptable. Each party shall provide the other party with a copy of any and all such amendments, opposition or other filings made with the FCC at the time of the filing of same, and with copies of any and all correspondence to and from the FCC concerning such party's application(s), and with copies of any and all petitions to deny or informal objections filed with the FCC against that party's application upon such party's receipt of same.

5. Other Permits or Authorizations. Prior to or simultaneously with the filing of the WCAC(FM) Application and WGUL-FM Application each party shall file with the appropriate local, county, state or federal agencies, and with any other necessary individuals or entities, any other requests or applications for permits, licenses, consents, or other approvals, the grant of which may be necessary or desirable to the implementation of its respective modification of facilities, as described hereinabove, and each party shall use its best efforts to secure the grant of such permits, licenses, consents, and other approvals.

6. No Opposition. During the period that this Agreement remains in effect, each party represents and agrees that it will not now, nor in the future, in any manner or by any procedure, oppose, hinder, or object to the other party's FCC Application(s) referred to herein (and any FCC Form 302 Application for License to cover construction permits filed

or to be filed to cover construction authorized by grant of said FCC Applications) filed for the purpose of modifying the technical facilities of WGUL-FM and WCAC(FM) consistent with the terms of this Agreement.

7. Grant of Construction Permits. Following the grant of both the WCAC(FM) Application and of the WGUL-FM Application and the issuance by the FCC of construction permits in response thereto ("C.P." and/or "C.P.'s") each party shall proceed to promptly and diligently construct and test its newly-authorized facilities. Following each party's own construction and testing, each party shall file with the FCC, on FCC Form 302, in appropriate form and substance, an application requesting a license to cover its respective C.P., including a request, if necessary, for immediate grant by the FCC of program test authority ("License Application"). Each party shall diligently prosecute its FCC License Application before the FCC and shall provide the FCC staff with any necessary revisions or amendments as the staff may request, and each party shall vigorously oppose any opposition to its respective License Application. Each party shall provide the other party with a copy of its License Application and any subsequent filings in connection therewith, upon filing, and with copies of any and all correspondence to or from the FCC in connection with such party's License Application, as well as copies of any and all

petitions to deny and any and all informal objections related to such application, immediately upon receipt thereof.

8. Failure or Delay to Construct and/or Commence Program Testing. The failure or delay by either party hereto to construct and/or implement the facilities changes set forth in its respective C.P., and/or the failure or delay on the part of either party hereto to file its respective License Application, as contemplated hereunder, shall not prevent the other party hereto from constructing and implementing the facilities changes set forth in that party's C.P., or from applying to the FCC, on FCC Form 302, for, and receiving a grant of, a license to cover its C.P.

9. Consideration. In consideration of Roper's full and timely performance of all its obligations under this Agreement:

- (a) WGUL shall pay the costs, if any, payable to the owner of the New WCAC(FM) Site for securing the WCAC(FM) Option. Subject to consultation with WGUL, and subject in all events to the terms and conditions set forth in Paragraph 2 hereof, Roper shall enter into a definitive purchase agreement for its acquisition of the New WCAC(FM) Site, and shall consummate the purchase of said site, as required under Paragraph 2 hereof, and, upon